

FILED

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

DANIELE BAVA,
Plaintiff,

v.

COMBINED INSURANCE
COMPANY OF AMERICA
Defendant

2014 AUG 11 A 11:58

CLERK OF DISTRICT COURT
ALEXANDRIA, VIRGINIA

CASE NO. 1:14cv1026

COMPLAINT

1. Plaintiff, Daniele Bava (hereinafter "Bava"), is a citizen and resident of Loudoun County, Virginia.

2. Plaintiff Bava was employed, and is currently employed, by Koons Tyson Toyota.

3. As an employee of Koons Tyson Toyota, Plaintiff Bava was covered under the Koons Tyson Toyota Disability Plan (hereinafter the "Plan") under a group disability policy No. W0708502.

4. Upon information and belief, Defendant Combined Insurance Company of America (hereinafter "Combined Insurance") is a properly organized business entity organized and existing under the laws of the State of Illinois.

5. Upon information and belief, the Plan policy No. W0708502 (hereinafter the "Policy"), is a bona fide employee benefit covered under Section 502(a) of the Employee Retirement Income Security Act of 1974 ("ERISA").

6. Upon information and belief, the Plan Administrator of the Plan is Koons Tyson Toyota (hereinafter "Plan Administrator").

7. Upon information and belief the Plan Administrator has totally delegated the function of determining disability under the Plan to Defendant Combined Insurance.

8. Upon information and belief, Combined Insurance is a fiduciary of the Plan.

9. Upon information and belief, the Plan provides that Defendant Combined Insurance has the authority to accept applications under the Plan, to allow benefits under the Plan, to deny benefits under the Plan, and to terminate benefits under the Plan.

10. Upon information and belief, Defendant Combined Insurance makes the benefit determinations for the Plan at issue in this claim.

JURISDICTION AND VENUE

11. This court has jurisdiction to hear this claim pursuant to 28 U.S.C. § 1131, in that the claim arises under the laws of the United States. Specifically, Plaintiff Bava brings this action to enforce his rights under ERISA, 28 U.S.C. § 1132. Venue in the Eastern District of Virginia is appropriate because the employee lives in this district.

FACTUAL SUMMARY

12. At all times relevant to this action Plaintiff Bava was a covered beneficiary under the Policy he received as an employee benefit under his employment with Koons Tyson Toyota.

13. Upon information and belief, Defendant Combined Insurance is obligated to furnish disability benefits to qualified Plan beneficiaries according to the terms of the Policy.

14. Upon information and belief, Defendant Combined Insurance is obligated to furnish disability benefits to qualified Plan beneficiaries according to the terms of the Policy.

15. Plaintiff Bava worked as a sales professional at Koons Tyson Toyota until May 12, 2011.

16. On May 12, 2011, Plaintiff Bava became disabled under the terms of the Plan due to accident and/or sickness and subsequently submitted a claim for disability benefits to Defendant Combined Insurance.

17. Defendant Combined Insurance processed Plaintiff Bava's claim for disability benefits (hereinafter "Disability Benefits") and denied his claim for Disability Benefits.

18. Plaintiff Bava pursued administrative remedies under the Plan and timely submitted further medical and vocational evidence demonstrating that he met Plan's definition of "disability", and that he was entitled to Disability Benefits under the term of the Plan.

19. Defendant Combined Insurance was furnished unrefuted medical documentation that Bava continued to suffer from an injury and/or sickness that disabled him until October 15, 2012, at which time he returned to work at Koons Tyson Toyota.

20. Plaintiff Bava exhausted his administrative remedies and his claim is ripe for judicial review pursuant to 29 U.S.C. § 1132.

21. Defendant Combined Insurance has wrongfully terminated and denied Plan benefits to Plaintiff Bava in violation of the Plan and ERISA for the following reasons:

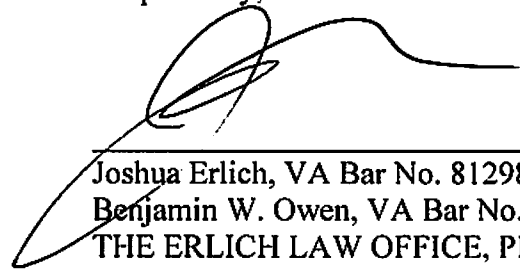
- a. Plaintiff Bava was disabled under the Plan in that he was unable to work and met the definition of “disabled” under the Plan from May 12, 2011 through October 15, 2012;
- b. Defendant Combined Insurance failed to afford Plaintiff Bava a full, fair and impartial review of his disability benefits claim.

WHEREFORE, Plaintiff Bava prays that the court:

1. Grant Plaintiff Bava declaratory and injunctive relief finding that he is entitled to Plan Disability Benefits under the terms of the Plan, and that Defendant Combined Insurance be ordered to pay all benefits according to the terms of the Plan;
2. Enter an Order awarding Plaintiff Bava all reasonable attorney’s fees and expenses incurred as a result of Defendant Combined Insurance’s wrongful denial; and
3. Enter an award for such other relief as may be just and proper.

August 11, 2014

Respectfully,

A handwritten signature in black ink, appearing to be 'Joshua Erlich', is written over a horizontal line. The signature is fluid and cursive, with a large loop at the end.

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